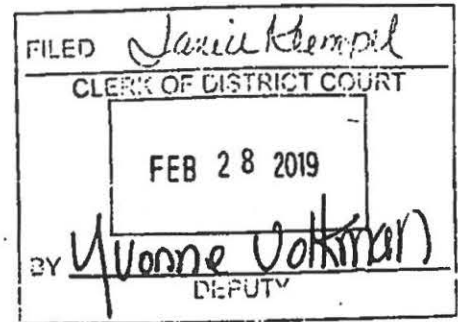


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MONTANA SEVENTH JUDICIAL DISTRICT COURT, RICHLAND COUNTY

SAGE FINANCIAL PROPERTIES, LLC and
HORIZON PROPERTIES, INC.,

Plaintiff,

-vs-

FIREMAN'S FUND INSURANCE COMPANY,

Defendant.

Cause No. DV-19-27
Judge

COMPLAINT AND DEMAND FOR
JURY TRIAL

Plaintiffs Sage Financial Properties, LLC ("Sage") and Horizon Properties, Inc. ("Horizon") plead their causes of actions against Defendant Fireman's Fund Insurance Company ("FFIC") as follows:

1. Sage is a Montana limited liability company that owns real property in Richland County, Montana.
2. Horizon is a Montana corporation that owns real property in Richland County, Montana.
3. FFIC is an insurance company that provided insurance to Horizon pursuant to an American Business Policy numbered A S4 AZC 80895977 and Sage pursuant to an American Business Policy numbered A S4 AZC 80896039.

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ATTORNEYS AT LAW

4. Under the policies, FFIC agreed to pay for physical losses to Horizon and Sage's real property in Montana.

5. On June 30, 2015, a hailstorm went through Sidney, Montana damaging multiple structures owned by Horizon and Sage and covered under the FFIC policies.

6. Horizon and Sage timely reported the damages to FFIC.

7. FFIC or its agents inspected the premises and approved partial repairs.

8. The approved repairs were not completed until the Fall of 2016.

9. FFIC then dropped Horizon and Sage as insureds.

10. In the Spring of 2017, Horizon and Sage discovered additional damages caused by the 2015 storm which were not repaired.

11. It was not reasonably possible to discover the additional damages prior to the spring 2017.

12. Sage, in fact, had to incur \$11,559.79 in out-of-pocket repair costs to fix a roof.

13. The roof was damaged in the Spring 2015 storm.

14. Sage was required to repair the roof to make itself insurable to a new carrier after it was dropped by FFIC.

15. Horizon was similarly forced to spend over \$60,000 in out-of-pocket expenses replacing a roof and wood, to permit the repair of siding.

16. The roof and siding were damaged in the Spring 2015 storm.

17. Horizon was required to repair the siding and the roof to make itself insurable to a new carrier after it was dropped by FFIC.

18. FFIC had also refused to cover this repair.

19. Horizon and Sage provided FFIC prompt notice of these issues and requested FFIC to reinspect the premises for damages from the Spring 2015 storm.

20. FFIC immediately rejected Horizon and Sage's request to reinspect the premises, contending it was too late to conduct an inspection and their new insurance company should be required to cover the loss.

21. Just recently, Horizon discovered additional leaking in its properties which related back to the 2015 storm and threatened to cause significant interior damages to the premises as the 2018-2019 winter approached.

22. It was not reasonably possible to discover the additional damages prior to this discovery.

23. Again, Horizon provided FFIC timely notice requesting it to reinspect the premises so repairs could be made before winter.

24. FFIC refused again to reinspect the premises.

25. After Horizon and Sage made a final request for FFIC to perform its obligations under the applicable insurance policies, FFIC refused by arguing its policies prohibited any claim from being brought against it more than two years after the physical loss.

26. Montana law prohibits this type of restraint on the policy that Horizon and Sage purchased from FFIC. Mont. Code Ann. § 28-2-708.

Count I - Breach of Contract

27. Sage and Horizon incorporate fully herein their preceding allegations.

28. Sage and Horizon are named insured under American business insurance policies issued by FFIC.

29. FFIC breached these policies by failing to perform its obligations to Sage and Horizon, including, but not limited to, refusing to pay for direct physical losses covered under the policies.

30. Sage and Horizon were damaged by FFIC's breaches of the respective policies in an amount to be determined at trial.

Count II – Violations of UTPA

31. Sage and Horizon incorporate fully herein their preceding allegations.

32. FFIC has a duty as an insurer offering insurance policies in Montana and handling claims in Montana to understand and comply with Montana law and standards.

33. FFIC violated Montana law by misrepresenting pertinent facts or insurance policy provisions relating to coverages at issue.

34. FFIC violated Montana law by refusing to pay claims without conducting a reasonable investigation based upon all available information.

35. FFIC violated Montana law by neglecting to attempt in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear.

36. FFIC forced Sage and Horizon to file suit in order to obtain the insurance coverage they had purchased from FFIC.

37. FFIC acted in conscious or intentional disregard of the high probability of injury to Sage and Horizon, and constituted malice under Montana law.

38. Sage and Horizon were damaged by FFIC's violations of Montana law and are entitled to an award of compensatory damages.

39. Sage and Horizon are entitled to an award of punitive damages pursuant to § 33-18-242(4) and § 27-1-221, Mont. Code Ann.

WHEREFORE, Sage and Horizon pray for judgment against FFIC, an award of compensatory and punitive damages to be determined at trial, reimbursement of attorney fees and costs, and such other and further relief as this court deems proper.

PLAINTIFFS DEMAND TRIAL BY JURY

DATED this 25th day of February, 2019.

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By 

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